

Request for Proposals
Meriwether County Board of Commissioners
Addition to Existing Fire Station for New EMS Facility
Gay, Georgia

ANNOUNCEMENT

The Meriwether County Board of Commissioners is accepting bids from qualified contractors for this project. Prospective contractors shall file all documents necessary to support its proposal.
NO FAXES ACCEPTED.

Vendors are responsible for the actual delivery of submittals during normal business hours to the Meriwether County Board of Commissioners, 17234 Roosevelt Hwy, Bldg. B, Greenville, GA 30222. Bids must be turned in by May 30, 2014 at 3:00 p.m. An original bid must be submitted in a sealed clearly marked envelope. Questions may be submitted to w.long@meriwethercounty.gov

Bids will be publicly opened and the cost components read and recorded at Meriwether County Commission, 17234 Roosevelt Hwy, Bldg. B, Greenville, GA 30222. The staff will then proceed to review the bids in accordance to the criteria included herein and make a recommendation to the County Administrator. The County Administrator will then recommend selection of a bid to the Board of Commissioners for final approval at a regular meeting.

The Meriwether County Board of Commissioners are an equal opportunity procurer.

Award will be made to the lowest responsive and responsible bidder whose bid meets the requirements and criteria set forth herein.

A Bid Package may be requested by contacting the Meriwether County Administrator at w.long@meriwethercountyga.gov. Project inquiries may be directed to Jason Ritter, Public Safety Director at j.ritter@meriwethercountyga.gov.

TERMS AND CONDITIONS

Disqualification: Bids may be disqualified for: a) receipt of the bid by the County past the stated deadline; b) any irregularities; c) unbalanced unit price or extensions; d) unbalanced value of any items; or, e) failure to complete proposal information correctly. If in the opinion of the Meriwether County Board of Commissioners, the vendor is not in a position to perform the contract, the bid may be disqualified. The County reserves the right to waive any minor informality or irregularities.

Lawsuits/Bribery: Prospective vendors shall disclose any record of pending lawsuits, criminal violations and/or convictions, etc., conflicts of interest, or contract defaults.

Liability: The County is not liable for any cost incurred in the preparation of the Proposal. Nor is the County bound by any information provided unless reduced to writing and distributed as a written addendum.

Indemnification: The County shall not be held responsible for claims for bodily injury, death, or property damage that may arise from the performance of contractual services with the County.

County Obligations: Meriwether County has a standing policy to disqualify or withhold compensation to vendors, contractors and professional consultants who have existing obligations to Meriwether County for any liens, ad valorem taxes, licenses or other financial remittances due to the county.

Project Schedule: The project should be complete with-in 120 days of the notice to proceed. Any request for a time extension should be made when submitting the proposal.

License: All bidders must be licensed contractors as required by the State of Georgia. License number should be shown on outside of envelope.

Bid Bond: Each bid must be accompanied with a BID BOND (Bond only; certified checks or other forms are not acceptable) in an amount equal to 5% of the base bid, payable to Meriwether County Board of Commissioners, and issued by a Surety authorized to do business in the State of Georgia, in order to guarantee that the bidder will enter into a contract to construct the project strictly within the terms and conditions stated in this bid and in the bidding and Contract Documents, should the construction contract be awarded to that bidder. All bonds must be issued from approved sureties appearing on the Treasury Departments most current Circular 570 listing.

Payment and Performance Bonds: The successful bidder shall be required to furnish a bond for the faithful performance on the contract and a bond to secure payment of all claims for materials furnished and/or labor performed in performance of the project, both in amounts equal to 100% of the Contract Price. Both bonds shall be issued by a Corporate Surety authorized to do business in the State of Georgia. All bids submitted shall remain open for a period of forty-five (45) days after the date of the bid opening. All bonds must be issued from approved sureties appearing on the Treasury Departments most current Circular 570 listing.

DESCRIPTION OF THE PROPOSED PROJECT:

This project includes the addition to one (1) fire station in Meriwether County, Georgia. Vendors shall be prepared to furnish all services, labor and materials called for by them for the entire work, in accordance with said documents.

The location for the fire station within Meriwether County is as follows:

19153 Highway 85 Gay, GA

SCOPE OF SERVICE / DELIVERABLES

As envisioned, the scope of service for this bid will include the following components.

1. Additions to Fire Station described in the specifications.

ADDITIONS TO FIRE STATION: Please see the drawing.

40' x40' building to connect and match existing structure on a concrete slab consisting of:

- 16' finished ambulance bay connected to existing structure with 8'x16' storage room containing washer and dryer. Building must be properly heated to protect ambulance.
- 4' opening in existing wall to enter fire bay from ambulance bay
- 24' x 40' turn-key finished living quarters with 2 bedrooms, 2 bathrooms, storage, kitchen, and day area including all fixtures, appliances, water hookups, and HVAC
- Concrete pad in front of building to match existing concrete pad
- 1000 gallon septic tank with appropriate drainage line
- Disturbed ground around building must be seeded and covered with straw and all debris must be removed

The **Undersigned** proposes to furnish all services, labor and materials called for by them for the entire work, in accordance with said documents for the sum of:

\$_____ **DOLLARS**

which sum is hereinafter called the "**BASE BID**".

Name of Bidder: _____

Address: _____

Signature: _____

Title: _____

Date: _____

AGREEMENT

This Agreement, made and entered into this ____ day of _____, 20____, by and between **MERIWETHER COUNTY**, a political subdivision of the state of Georgia, acting by and through its governing authority, the Meriwether County Board of Commissioners (hereinafter “the County”) and _____ (hereinafter “the Contractor”).

The County and the Contractor hereby agree as follows:

1. Scope of Work. The Contractor shall furnish all labor, materials, and equipment and perform all of the labor.
2. Time for Completion. The work shall commence upon the County’s issuance to the Contractor of a notice to proceed and shall be completed no later than 120 calendar days thereafter.
3. Contract Sum. The County shall pay the Contractor for the performance of the work in total a sum of \$ _____.
4. Acceptance and Final Payment. Final payment shall be due thirty (30) days after completion of the work and acceptance by the County.
5. Contract Documents. The contract includes this Agreement and any Scope of Work, Drawings, Specifications, and/or Attachments attached hereto and incorporated herein. The intent of these documents is to include all labor, materials, appliances and services of every kind necessary for the proper execution of the work, and the terms and conditions of payment therefor. The documents are to be considered as one, and whatever is called for by any one of the documents shall be as binding as if called for by all. The Contractor agrees to verify all measurements set forth in the above documents and to report all differences in measurements before commencing to perform any work hereunder.
6. Materials, Appliances and Employees. Except as otherwise noted, the Contractor shall provide and pay for all materials, labor, tools, water, power and other items necessary to complete the work. Unless otherwise specified, all material shall be new, and both workmanship and materials shall be of good quality. All workmen and subcontractors shall be skilled in their trades.
7. Permits and Regulations. Permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor. Easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the County unless otherwise specified. The Contractor shall comply with all laws and regulations bearing on the conduct of the work and shall notify the County if the drawings and specifications are at variance therewith.

8. Protection of Work, Property and Persons. The Contractor shall adequately protect the work, adjacent property and the public and shall be responsible for any damage or injury due to his act or neglect.

9. Access to Work. The Contractor shall permit and facilitate observation of the work by the County and its agents and public authorities at all times.

10. Changes in the Work. The County may order changes in the work, the contract sum and time for completion being adjusted accordingly. All such orders and adjustments shall be in writing. Claims by the Contractor for extra cost must be made in writing before executing the work involved.

11. Correction of Work. The Contractor shall re-execute any work that fails to conform to the requirements of the contract and that appears during the progress of the work, and shall remedy any defects due to faulty materials or workmanship which appear within a period of one year from the date of completion of the contract and final acceptance of the work by the County unless the manufacturer of the equipment or materials has a warranty for a longer period of time, which warranties shall be assigned by Contractor to County. The provisions of this article apply to work done by subcontractors as well as to work done by direct employees of the Contractor.

12. County's Right to Terminate Contract.

Termination for Cause: Should the Contractor neglect to prosecute the work properly, or fail to perform any provision of the contract, the County, after seven days' written notice to the Contractor, and its surety, if any, may, without prejudice to any other remedy the County may have, make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor or, at the County's option, may terminate the contract and take possession of all materials, tools, appliances and finish the work by such means as the County sees fit, and if the unpaid balance of the contract price exceeds the expense of finishing the work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the County.

Termination for Convenience: The County shall also have the right to terminate this contract at any time for any reason by giving at least thirty (30) days' written notice to the Contractor. In such event, the Contractor will be paid a fair and reasonable payment as determined by the County for the work completed as of the date of termination.

13. Insurance. Contractor shall purchase from and maintain in a company or companies authorized to do business in the state of Georgia the following types of insurance:

A. Statutorily required workers' compensation insurance.

B. General comprehensive liability insurance, with an endorsement naming the County as an additional insured, and with limits of not less than \$250,000 per occurrence and \$500,000 aggregate.

The Contractor shall provide the County with certificates of insurance prior to the start of construction and 30 days' notice prior to cancellation.

13. Payment and Performance Bonds. The Contractor shall furnish to the County prior to start of construction payment and performance bonds in amounts equal to 100% of the Contract Price from a surety licensed to do business in the state of Georgia.

A. Payment Bond: Required (x) Not Required ()

B. Performance Bond: Required (x) Not Required ()

14. Waiver of Liens and Bond Claims. As a condition precedent to the County's obligation to make periodic progress payments, the Contractor shall execute and require its subcontractors and suppliers to execute an Interim Waiver and Release Upon Payment in the form attached hereto and shall submit same to the County with each monthly invoice. As a condition precedent to the County's obligation to make final payment, the Contractor shall execute a Contractor's Affidavit Upon Final Payment and the Contractor shall execute and require its subcontractors and suppliers to execute an Unconditional Waiver and Release Upon Final Payment in the forms attached hereto. The Contractor shall submit these executed documents to the County with the Contractor's invoice for final payment. Nothing in this Agreement, nor any party's act or failure to act in accordance therewith, shall be construed to vest the Contractor or any of its subcontractors or suppliers with any right to a lien on public property not otherwise allowed by law.

15. Separate Contracts. The County has the right to let other contracts in connection with the work and the Contractor shall properly cooperate with any such other contractors.

16. Attorney's Fees and Expenses. Should the Contractor default in any of the provisions of this Agreement and should the County employ an attorney to enforce any provision hereof or to collect damages for breach of this Agreement or to recover on any payment or performance bond furnished by the Contractor, the Contractor and its surety agree to pay the County such reasonable attorney's fees and expenses of litigation as the County may expend therein.

17. Cleaning Up. The Contractor shall keep the premises free from accumulation of waste material and rubbish and at the completion of the work he shall remove from the premises all rubbish, implements and surplus materials and leave the project premises broom-clean.

18. Indemnification. The Contractor agrees to indemnify, hold harmless, and defend the County, its officials, and employees (hereinafter collectively "the indemnitees") from and against any and all claims, damages, liabilities, suits, proceedings, costs, and expenses of litigation (including,

without limitation, reasonable attorney's fees) related to or arising in any way out of the performance of this Agreement, unless such is attributable to the sole negligence of the indemnitees.

19. Prevailing Wages. The hourly minimum rate of wage which may be paid to laborers, workers or mechanics in each trade or occupation to be employed in the performance of the contract shall be not less than such specified hourly minimum rate of wage in the performance of this contract as required by law.

20. Equal Opportunity. The Contractor shall not discriminate against any employee or against any applicant for employment on the basis of race, religion, sex, color or national origin.

21. Assignment. This Agreement may not be assigned by either party without the written consent of the other party, and any purported assignment without such written consent shall be null and void. In the event of a valid assignment, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

22. Immunity. Nothing contained in this Agreement shall be construed or deemed to be a waiver of any immunity to which the parties, their officials, or employees are legally entitled.

23. Legal Construction; Severability. This Agreement shall be governed by the laws of the state of Georgia. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

24. Entire Agreement; Amendment. This Agreement represents the entire agreement between the parties with respect to the subject matter hereof, and all prior agreements relating to the subject matter hereof, whether written or oral, are nullified and superseded hereby, and neither party shall have any further rights or obligations under such superseded agreements. This Agreement may be amended or supplemented only by the mutual consent of the contracting parties in writing signed by all parties to this Agreement.

25. Contractor must possess a valid construction license issued by the state of Georgia.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

CONTRACTOR

BY: _____

TITLE: _____

ATTEST: _____

DATE: _____

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Meriwether County, Georgia has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Meriwether County, Georgia, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided in Georgia Department of Labor Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Meriwether County, Georgia at the time the subcontractor(s) is retained to perform such service.

EEV/Basic Pilot Program* User Identification Number:

By: _____

Date: _____

(Contractor Name): _____

Title of Authorized Officer or Agent of Contractor:

Printed Name of Authorized Officer or Agent:

SUBSCRIBED AND SWORN BEFORE ME ON THIS

THE ____ DAY OF _____, 20____.

_____ Notary Public

My Commission Expires:

* As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

IMMIGRATION AND SECURITY FORM

A. In order to insure compliance with the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603 and the Georgia Security and Immigration Compliance Act (O.C.G.A. 13-10-90 *et seq.*), Contractor must initial one of the sections below:

_____ Contractor has 500 or more employees and Contractor warrants that Contractor has complied with the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603 and the Georgia Security and Immigration Compliance Act by registering at <https://www.vis-dhs.com/EmployerRegistration> and verifying information of all new employees; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 *et seq.*

_____ Contractor has 100-499 employees and Contractor warrants that no later than July 1, 2008, Contractor will register at <https://www.vis-dhs.com/EmployerRegistration> to verify information of all new employees in order to comply with the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603 and the Georgia Security and Immigration Compliance Act; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 *et seq.*

_____ Contractor has 99 or fewer employees and Contractor warrants that no later than July 1, 2009, Contractor will register at <https://www.vis-dhs.com/EmployerRegistration> to verify information of all new employees in order to comply with the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603 and the Georgia Security and Immigration Compliance Act; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 *et seq.*

B. Contractor warrants that Contractor has included a similar provision in all written agreements with any subcontractors engaged to perform services under this Contract.

Signature/Title: _____

Firm Name: _____

Street/Mailing Address: _____

Telephone Number: _____

Email Address: _____